

BILL NO. S-74-04- 02

SPECIAL ORDINANCE NO. S- 50-74

AN ORDINANCE approving a contract w/Hipskind Asphalt Corporation for sidewalk repairs in Third Councilmanic District.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Contract dated March 18, 1974 between HIPSKIND ASPHALT CORPORATION and the CITY OF FORT WAYNE, by and through its Mayor and the Board of Public Works for the construction of curbs, wingwalks, alley returns and sidewalks in an area as follows:

Bounded by Lawton Place on the North, Griswold Drive on the East, Prospect Avenue on the South and Spy Run Avenue on the West.

for a total cost of \$46,013.05, of which the City will pay approximately \$23,000, the balance paid by the property owners under the Barrett Law all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Dinger
COUNCILMAN

APPROVED AS TO FORM
AND LEGALITY,

R. J. B. G.
CITY ATTORNEY

Read the first time in full and on motion by Hingis, seconded by V. Schmidt and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 4-9-74

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Hingis, seconded by Stier, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 4-23-74

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-50-74 on the 23rd day of April, 1974.

ATTEST: (SEAL)

Charles W. Westernman Samuel J. Talarico
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1974, at the hour of 4:00 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 24th day of April, 1974, at the hour of 11:45 o'clock A. M., E.S.T.

Samuel J. Talarico
MAYOR

Bill No. S-74-04-03

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract w/Hipskind Asphalt Corporation for sidewalk
repairs in Third Councilmanic District.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga

John Nuckols

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 4-23-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT AND BOND

This Agreement made and entered into this..... day of.....19.....

by and between-HIPS KIND ASPHALT CORPORATION-.....

.....Contractor, in the County of Allen and State of Indiana, hereinafter called the contractor, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, hereinafter called the City, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations, approved March 6th, 1905."

Whereby, That contractor covenant and agrees to construct cement sidewalk, curbs, wingwalks and alley return in an area bounded by Lawton Place on the north, Griswold Drive on the east, Prospect Avenue on the south and Spy Run Avenue on the west.

from street tostreet

and to furnish all labor and material whatsoever, and to do all work in a good workmanlike manner to the entire satisfaction of the Board of Public Works and the Civil Engineer of the City and in strict accordance with the terms and conditions of Improvement Resolution No. 5645-1973, and the plans and specifications therefor, at the following prices: at the prices shown below:

The contractor for the consideration hereinbefore expressed hereby expressly agrees to do the work for the above described improvement according to the terms and conditions of Improvement Resolution No. 5645-1973 and according to the plans and specifications for such work, on file in the office of the Department of Public Works of said City, and to the satisfaction of said Board. The resolution, profiles, plans and specifications herein referred to are hereby made a part of the contract as fully and effectually as if copied herein in full length.

It is further agreed by and between the parties to this contract, that the contractor shall not assign the contract herein entered into without the written consent of the city.

Contractor agrees to comply with all requirements of the State Law pertaining to the work to be done, including the payment of the prevailing wage scales.

Sidewalk Removal	Four dollars and twenty cents, per sq. yd.	4.20
New Standard Walk	One dollar and forty cents, per sq. ft.	1.40
New Curface Walk	One dollar and fifty five cents, per sq. ft.	1.55
Curb Removal	One dollar and no cents, per lin. ft.	1.00
New 6" Capped Curb	Three dollars and ten cents, per lin. ft.	3.10
New 6" x 6" Curb	Five dollars and no cents, per lin. ft.	5.00
Common Excavation	Twenty five dollars and no cents, per cu. yd.	25.00
New 9" Concrete	Twenty two dollars and no cents, per sq. yd.	22.00
Special Dirt Backfill for Seeding	Five dollars and fifty cents, per ton	5.50
Mulch Seeding, Including Fertilizer	Seventy cents, per sq. yd.	0.70

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The contractor covenants and agrees with the City to complete said improvements by ~~the~~ within sixty days after contract is approved by City Council, and guarantees that the said improvement will be in as good condition at the expiration of three (3) years from date of final estimate as it was at the time said improvement was accepted by the Board of Public Works of City, and that the contractor will keep in repair without additional expense, said improvement for the said guarantee period.

It is understood by and between said parties hereto that said guaranty of improvement and obligation of repair is to cover and include all defects growing out of imperfections or unsuitability of materials or composition, of too great or too little moisture, all defects of workmanship, extremes of heat and cold, and all other excessive deteriorations more specifically described as follows:

And holes or cracks in said sidewalk improvement and any defect resulting from the composition of the materials used. The improvement at the expiration of the guaranty period of three years shall be in such good condition, present a surface so true and even that it shall in no way be an obstruction to travel, and have a drainage so perfect that water shall collect in no place to a depth of more than 1/8 of an inch, and to be free from holes or cracks.

It is further agreed and understood by parties to this contract that the necessity of repairs rests entirely with the Board of Public Works of the City, whose decision upon the matter shall be final and obligatory upon the Contractor and the surety upon his bond.

It is further agreed that the guaranty herein made shall extend to the whole body of improvement and the repairs made under it shall extend to the total reconstruction of the improvement, provided the Board of Public Works of the City deems it necessary by reason of any defects in original material or construction.

It is further agreed that if said improvement during the guaranty period or at the end of said guaranty period is out of repairs by reason of matters herein stated, and Contractor shall refuse or neglect to put the same in repair to the satisfaction of said Board of Public Works on fifteen (15) days' notice, then in that event the City is authorized to cause said repairs to be made and the costs thereof to be recovered from the Contractor and his surety by an action on his bond.

To each of the conditions and stipulations of this contract the undersigned bind themselves, its successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

18 March 1974

HIPSKIND ASPHALT CORPORATION.....

BY: *David L. Hipskind*.....

ITS: *Pro*.....

CONTRACTOR

CITY OF FORT WAYNE

By Mayor

By *Donald H. Bonar*.....
William B. Harrison
BOARD OF PUBLIC WORKS

Attest: Secretary

GUARANTY BOND

Know All Men by These Presents, That we _____
HIPSKind ASPHALT CORPORATION- _____ Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS- _____

_____ as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY SIX THOUSAND,

THIRTEEN DOLLARS AND FIVE CENTS- _____

(\$46,013.05)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

_____ HIPSKind ASPHALT CORPORATION- _____

did on the _____ day of _____

_____ enter into a contract with the City of Fort Wayne to construct X

Curbs, wingwalks, alley returns and sidewalks _____ Pavement

XX in an area bounded by Lawton Place ~~XXXXXXXXXX~~ on the north, Griswold Drive on
the east, Prospect Avenue on the south and Spy Run Avenue on the west

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

HIPSKind ASPHALT CORPORATION- _____ shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 18 day of March 1974

HIPSKind ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Treas. (SEAL)

Approved this _____ day of _____

[Signature]
Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: *[Signature]*
(Attorney-in-Fact)

APPROVED AS TO FORM AND LEGALITY

Assoc. CITY ATTORNEY

LIABILITY BOND

Policy No. G.L.A. 709 - 1638
Trinity Universal Insurance Co., Dallas, Texas
Expiration date April 30, 1974

Know All Men by These Presents, That we _____

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____ (\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18th day of March 1974

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David P. Hipkind (SEAL)

ITS: Trees (SEAL)

_____ (SEAL)

Approved this _____ day of _____

Ronald L. Bonar
Truman B. Williams
Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrene J. Wiles
(Attorney-in-Fact)

COMPLETED IN STREET ENGINEERING OFFICE

March 11, 1974

IN RE:

WAGE SCALE

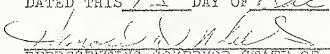
CODE: S - SKILLED
SS - SEMI-SKILL
U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1974.

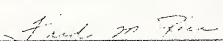
in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35¢	55¢		
BOILERMAKER	S	9.45	50	80		1¢
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.75		6%		4app 2ind. Fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	1430		4
ELEVATOR CONSTRUCTOR	S	8.05	34½	23	9%	1½
GLAZIER	S	7.54	10		15	2app 29¢holidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.46		25		1app 3ind. Fund
MILLWRIGHT & PILEDRIVER	S	8.08		6%		4app 2ind. Fund
OPERATING ENGINEER	S	SEE ATTACHED SHEET.				
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.21	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app 4ind. Fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app 9ind. Fund
TEAMSTER	S	5.50-6.95½	p.w. 12.00	p.w. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF Dec. 1973

 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDING AGENT.


 REPRESENTING STATE A.F.L. & C.I.O.

BUILDING AGREEMENT

GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Tugger	Concrete Pump
Auto Patrol	Crane with all attachments
Back Filler	Crane—Electric Overhead
Back Hoe	Derrick
Broom Cat	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Dozer	Elevators (when hoisting material or tools)
Caisson Drilling Machine	Fork Lift (machinery)
Cherry Picker	Formless Paver
Compactor (with dozer blade)	Generator (power for welders or compressors)
Concrete Mixer (dual drum)	
Gradall	Push Cat
Helicopter	Scoop and Tractor
Helicopter Winch Operator	Scraper—Rubber Tired
High Lift—Front End Loader	Spreader—Tractor Mounted
Hoist	Straddle Carrier—Ross Type
Locomotive	Sub Base Finish Machine (C.M.I. or similar)
Mechanic on Job Site	Tower Crane
Mucking Machine	Tractor with Backhoe (over ½ yard)
Panel Board Concrete Plant	Welder (Craft)
Pile Driver	

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 26, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.55
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

GROUP II

A Frame Truck	Head Greaser
Batcher Plant (automatic dry batch)	Mechanic in Shop
Bending Machine—Power Driven	Mesh Depressor—Mesh Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Roller—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepsfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (½ yard and under)
Dinky Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Well Points
Finishing Machine	Winch Truck
Fireman—Pile Driving and Boilers	
Fork Lift—Masonry & Material	
Gunite Machine	

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 26, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5
Bituminous Distributor	(See Paragraph 46)
Chair Cart	Paving Joint Machine
Concrete Curing Machine	Post Hole Digger
Concrete Saw	Roller—Earth
Dope Pot—Power Agitated	Throttle Valve
Flot Plans	Track Jack—Power Driven
Form Grader	Tractor—Farm Type
Hydrohammer	Truck Crane Driver
Jack—Hydraulic—Power Driven	

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 26, 1971	\$6.85	.25	.20	.05	\$7.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.55	.25	.30	.05	\$7.15
June 1, 1973	\$6.85	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Oil
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Helpers

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 26, 1971	\$7.55	.25	.20	.05	\$8.05
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$6.95	.25	.30	.05	\$7.55
June 1, 1973	\$6.25	.30	.30	.05	\$6.90
The December 1, 1973	\$6.90	.30	.30	.05	\$7.05

The rates of pay for Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	Second Period	Third Period	Fourth Period	Fifth Period	Sixth Period
70%	75%	80%	85%	90%	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Apprentices Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

FORT WAYNE SEWER AGREEMENT - 7-16-73 thru 5-31-74

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer . .	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinkey Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material) . .	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.) . .	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators' wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

HIGHWAY AGREEMENT

Listed below is the Construction Industry Stabilization Committee approved rates for 1973 payable retroactive to January 1, 1973.

GROUP I

Air Compressors in Manifold with throttle valve	Operator of Guard Rail Post Driver
Asphalt Plant Engineer	Highlift Shovel—1½ cu. yd. or over
Auto Grader or similar type machine	Hoist (2 drums and over)
Auto Patrol	Hottopped—Craw
Backhoe or Farm Type Tractor over 45 H. P.	Hydraulic Boom Truck
Ballast Regulator (R. R.)	Keystone (Summer Scoop)
Bituminous Mixer	Loader-Self-Propelled (Belt—Chain—Wheel)
Bituminous Paver	Locomotive Operator
Bituminous Plant Engineer	Mucking Machine
Blow Drill	Panel Board Concrete Plant (central mix type)
Caisson Drilling Machine	Paver—Hetherington
Crab Picker—15 ton or over	Pile Driver—Skid or Crawler
Curb Spreader	Road Paving Mixer
Concrete Mixer—21 cu. ft. or over	Rock Breaking Plant
Cone Drilling Machine	Rock Crushing Plant (Portable)
Crane or Derrick with any attachment incl. clamshell, dragline, shovel, backhoe, etc.	Roller—Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surfaces
Bridge Operator	Roller with Dozer Blade
Drillage Operator	Root Rake, Tractor Mounted
Drilling Machine on which the drill is an integral part	Self-propelled Widener
Earth Mover—rubber tired (paddle wheel, 619, 631, TS-24 or similar type)	Stump Remover, Tractor Mounted
Earth Mover, rubber tired—tandem (60c per hr. additional for each bowl)	Surface Heater and Planer
Elevating Grader	Tandem Push Tractor (60c per hr. additional)
Fork Lift (10 ton or over)	Tractor—Boom, Winch or Hoe Head
P.C.C. Formless Paver	Tractor—Push
Gravel	Tractor with Scoop
Gravel Processing Plant (portable)	Tractor Mounted Spreader
	Tree Mover
	Trench Machine (over 24")
	Tug Boat Operator
	Well Drilling Machine
	Winch Truck with A Frame

Rate	H & W	Pension	Training	Gross
\$7.50	.30	.30	.05	\$8.25

GROUP III

Assistant Plant Engineer	Power Broom Self-propelled
Base Paver (Jersey or similar type machines)	Roller (Earth and Sub-base material)
Concrete Finishing Machine	Slurry Seal Machine
Concrete Mixer—less than 21 cu. ft.	Spike Machine (R.R.)
Curb Machine	Tamper—Multiple Vibrating—Earth and Sub-base material
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity and less	Throttle Valve
Fireman (on boiler)	Throttle Valve and Compressor or Clever Brooks type combination
Hoist (one drum)	Throttle Valve and Fireman combination on horizontal or upright boiler
Operator, 3-5 pieces of minor equipment	Tractore with Drill
Paving Breaker	Tractor—50 H.P. or over
	Well Point System
	Widener (Agasco or similar type)

Rate	H & W	Pension	Training	Gross
\$6.75	.30	.30	.05	\$7.44

GROUP III

Assistant Plant Engineer	Power Broom Self-propelled
Base Paver (Jersey or similar type machines)	Roller (Earth and Sub-base material)
Concrete Finishing Machine	Slurry Seal Machine
Concrete Mixer—less than 21 cu. ft.	Spike Machine (R.R.)
Curb Machine	Tamper—Multiple Vibrating—Earth and Sub-base material
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity and less	Throttle Valve
Fireman (on boiler)	Throttle Valve and Compressor or Clever Brooks type combination
Hoist (one drum)	Throttle Valve and Fireman combination on horizontal or upright boiler
Operator, 3-5 pieces of minor equipment	Tractore with Drill
Paving Breaker	Tractor—50 H.P. or over
	Well Point System
	Widener (Agasco or similar type)
Farm Tamper (motor driven)	Tractor (below 50 H.P.)
Grader	Truck Crane (Hoist)—Driver
Gravel Helper	Spreader
Heavy Duty Driver	Water Pump
Hetherington Helper	Welding Machine—2 or 300 amps or over
Water Driver	

Rate	H & W	Pension	Training	Gross
\$6.04	.30	.30	.05	\$6.69

Comb. when Rate shall mean fifty cents (50c) per hour above the basic hourly rate of pay.

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement. At no time will the Apprentice rate be less than the pay in Group IV or any more than the classification of the machine he is operating.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

DIGEST SHEET

D-74-04-02

TITLE OF ORDINANCE: Contract on Resolution 5645-73 with Hipskind AsphaltDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Contract on Resolution 5645-73 for Hipskind Asphalt Corporation in amount of \$46,013.05 for sidewalk repairs in Third Councilmanic District (Lawton Place, Anderson, Prospect, etc.)Property owners to pay approximately \$23,000.EFFECT OF PASSAGE: Improvement to deteriorating sidewalks.EFFECT OF NON-PASSAGE: City's failure to carry out sidewalk improvement program.

MONEY INVOLVED (Direct Costs, Expenditures, Savings):

Direct cost - approximately \$23,000.ASSIGNED TO COMMITTEE (J.N.): Finance